

**DEPARTMENT OF TRANSPORTATION
ADMINISTRATION**

Division of Procurement & Contracts MS-65
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June 12, 2007

ADDENDUM NO. 1

**Request For Qualifications No. 43A0228
Noise and Vibration Studies**

Request for Qualifications No. 43A0228, Attachment 1 – Scope of Work, Section 3 (c) - Personnel, has been modified as follows:

- c. The Task Order Manager for Task Orders requiring noise studies shall be a Professional Engineer licensed in the State of California.

Note: All other terms and conditions in the original RFQ, dated May 22, 2007, remain the same.

Sincerely,

Karla Peters
Contract Analyst
Division of Procurement & Contracts



**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR QUALIFICATIONS NOTICE
NUMBER 43A0228**

Note: Address all questions concerning this Request for Qualifications (RFQ) in writing to the attention of Karla Peters at karla_peters@dot.ca.gov. You may also reach the analyst by telephone at (916) 227-6839. Consultants contacting the District or Division directly seeking information about this RFQ may jeopardize the integrity of the selection process and risk possible disqualification.

Read carefully, this document has been revised as of **11/15/06**.

I. GENERAL INFORMATION

- A. The State of California, Department of Transportation (Department) is soliciting Statements of Qualifications (SOQs) from qualified firms that may lead to the award of a contract for noise and vibration studies.
- B. The estimated contract amount is \$1,000,000 - \$2,999,999
- C. The estimated contract term is three (3) years.
- D. Interviews will be held in Sacramento, California on July 3, 2007. Confirmation letters will be sent to those firms short-listed.
- E. Negotiations will be held with the top-ranked firm in Sacramento, California on July 6, 2007.
- F. Disadvantaged Business Enterprise Program
 - 1. This solicitation is subject to Title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves

its federally mandated statewide overall DBE goal, the Department encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with Federal Funds. The Bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Refer to “Statement of Qualifications Submittal Instructions and General Contract Process Information” for additional information.

2. As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts.
- G. Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft contract.
 - H. The Department does not guarantee, either expressly or by implication, that any work or services will be required under any contract issued as a result of this RFQ.
 - I. A Pre-award or Post-award Audit will be performed on any contract issued as a result of this RFQ.

II. SCOPE OF WORK/DELIVERABLES

The work to be performed for this RFQ is described in the Scope of Work/Deliverables, and is hereby incorporated as Attachment 1.

III. SUBMISSION OF STATEMENTS OF QUALIFICATIONS (SOQs)

- A. **IMPORTANT:** Download “Statement of Qualifications Submittal Instructions and General Contract Process Information” from: <http://Caltrans-opac.ca.gov/aeinfo.htm>. Failure to follow these instructions may result in rejection of your SOQs.
- B. **SOQ Package Submittal Instructions**
 1. Eight (8) copies of the SOQ containing all the indicated information shall be submitted. Fax copies will not be allowed. SOQs will be accepted until **3:00 p.m.** on June 19, 2007, and must be directed to:

State of California
Department of Transportation
Administration
Division of Procurement and Contracts MS 65
1727 30th Street
Sacramento, CA 95816-7006
Attention: Karla Peters
Telephone: (916) 227 – 6839

2. If your SOQ package is hand delivered, you must date and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. Date/stamp one label for each SOQ package/box submitted. Ask the security guard to call the Division of Procurement and Contracts' reception desk at (916) 227-6000 to have your SOQ package picked up by Contracts' staff.
 3. The SOQs must be submitted in a sealed package labeled as follows:
 - RFQ Number 43A0228
 - Submittal deadline: June 19, 2007
 - "DO NOT OPEN"
 5. SOQ submittals are considered responsive when all copies are received in the specified location(s) on the date and time specified in this RFQ.
- C. Request for RFQ Copies and/or Bidders' List

Copies of this RFQ and/or Bidders' List may be requested by contacting the State of California, Department of Transportation, Division of Procurement and Contracts, Bid Line at (916) 227-6075. You may leave a recorded message or send your FAX request to (916) 227-1950. You must include the RFQ solicitation number.

ARCHITECTURAL AND ENGINEERING CONTRACT

1. Project Description

The consultant will perform research, conduct technical studies and prepare reports in an “on-call” basis as requested by the Caltrans Contract Manager to assist with special studies in the fields of bioacoustics, particle motion, sound intensity, sound transmission, and other unique acoustic and vibration issues. This work will be conducted on a statewide basis to meet requirements of the Federal Endangered Species Act, the California Endangered Species Act, the Marine Mammal Protection Act and requirements needed for project permits. The consultant will need to be able to address the various acoustic and/or vibration impacts from transportation operations and construction on a variety of receptors, including humans, birds, terrestrial animals and aquatic animals.

2. Description of Required Services

This contract will require expertise of acoustic modeling in air, water, and ground; field investigation of highway and construction noise and vibration; and biological assessments of impacts. Some staff development work and research may be required with this contract. The Department’s Contract Manager will assign specific tasks to the Consultant by issuing Task Orders. Consultant shall provide all necessary equipment and instrumentation to perform work as follows:

- a. Perform bioacoustic noise studies along state routes. Determine if project related noise impacts on both humans and animals are anticipated and provide recommendations of either abatement or mitigation measures as warranted.
- b. Perform bioacoustic studies related to aircraft and rail noise.
- c. Provide statewide training and assistance to improve the quality of bioacoustic noise studies for transportation projects including aircraft, rail and traffic.
- d. Develop new equipment, methods and strategies to abate or mitigate anthropologic and bioacoustic impacts from transportation.
- e. Conduct research to assist with long-term strategic planning, including studies in the areas of quieter pavements and truck sound emissions.
- f. Assist in updating and refining guidance manuals and specifications for new transportation noise abatement procedures.
- g. Provide expertise in coordinating efforts between the Department’s noise and biology experts and the various resource agencies to handle bioacoustic issues, including pile driving effects on fish and highway/construction noise effects on birds and other species.

3. Personnel

- a. Project Manager: The Consultant shall furnish a Project Manager to coordinate the Consultant’s operations under the contract with the Department’s Contract Manager. The Consultant’s Project Manager shall be accessible to the Department’s Contract Manager at all times during the Department’s normal working hours. The Consultant’s Project

Manager shall be responsible for all matters that are related to the Consultant's personnel and operations including but not limited to:

- i. Review, monitor, train, and direct Consultant's personnel.
 - ii. Assign qualified personnel to perform Task Order work.
 - iii. Administer personnel actions.
- b. The Task Order Manager shall be accessible to the Department's Contract Manager and Task Manager at all times during the Department's normal working hours while the Task Order work is underway.
- c. The Task Order Manager for Task Orders requiring noise studies shall be a Civil Engineer who is licensed in the State of California.

4. Task Orders

- a. The Department's Contract Manager will assign tasks to the Consultant by issuing Task Orders.
- b. The Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule and, project budget.
- c. The Task Order will designate a Task Manager from the Department, a Task Order Manager from the Consultant, and the Consultant's primary staff that the Consultant assigns to the Task Order.

5. Availability and Work Hours

- a. The Consultant shall begin the required work within five (5) working days after receiving a fully executed Task Order unless the Task Order specifies a later starting date. Once the work begins, the Consultant shall perform the work diligently until all required work has been completed to the Department's satisfaction.
- b. The Consultant shall notify the Department in writing before it begins fieldwork as specified in the Task Order.
- c. The normal workweek shall consist of forty (40) hours unless otherwise specified in the Task Order or directed by the Department's Contract Manager.
- d. The Consultant's staff shall work overtime only when directed in writing by the Department's Contract Manager or specifically required by the Task Order.
- e. The Consultant's staff shall be available to perform fieldwork in any weather event in accordance with the Task Order.
- f. The Consultant shall conduct all onsite work in accordance with the Caltrans Manual of Traffic Controls in order to conduct operations safely and minimize traffic delays. The Consultant shall consider and present options for accessing monitoring sites that minimize impacts to the traveling public. The Consultant shall make these options known to the Task Order Manager.

- g. The Consultant shall coordinate all onsite work with the Construction Contractor when needed. The Consultant shall make these arrangements known to the Department's Task Manager.

6. Deliverables

- a. The Consultant shall submit the Task Order deliverables to the address specified in the Task Order. Electronic reports for which a physical medium, such as a compact disk, has not been specified may be submitted by electronic mail as specified in the Task Order.
- b. The Consultant shall provide services in close liaison with the Department or its designated representative.
- c. The Department will exercise its review and approval functions through its Contract Manager and/or Task Manager at key points as specified in the Task Order. The Department will perform milestone reviews for the specific products and deliverables that are listed in each Task Order.
- d. If a Task Order is scheduled to take less than six (6) months, the Consultant shall prepare a work plan with a listing of tasks, a budget, and a target completion date.
- e. If a Task Order is scheduled to last for six (6) months or longer, the Consultant may be required, as specified in the Task Order, to prepare and update a critical path method network diagram for the Task Order which shows a deliverables schedule as well as other relevant data that are needed for the Consultant's work control and the Department's review of the Consultant's work. The relevant data shall include a list of activities with a budgeted cost and a target completion date for each activity.
- f. Task Order may require the Consultant to submit a project plan that describes means for accomplishing the Task Order's scope of work. The project plan shall include maps of proposed monitoring locations, methodology, work scheduling, traffic control, types of equipment to be used, site access, all necessary internal and external permits, and plans for accomplishing the work.
- g. The Consultant shall obtain the Department's written approval for each deliverable that a Task Order identifies. Each Task Order shall specify the format and content requirements for the deliverables in that Task Order.
- h. The Consultant shall submit studies, reports, plans, and other deliverables as required by Task Orders and this contract to the Department in draft as scheduled and the Department will direct revisions prior to the Consultant's final submittal. The Task Order will specify the schedule for the Department's review of the Consultant's submittals.
- i. The Department will prepare a schedule in each Task Order for the submittal of milestones. Milestones may be changed by written agreement between the Department and the Consultant. Prior to concluding such an agreement, the Department's Contract Manager will obtain the necessary internal Department review and concurrence.
- j. The Consultant shall submit a progress report to the Department's Contract Manager and Task Manager on or prior to the 15th day of each month during which the Task Order is active. This report shall contain the following elements:

- i. Time frame of the reporting period
 - ii. Work completed in the reporting period (activities and accomplishments)
 - iii. Work to be completed in the month after the reporting period
 - iv. Total amount of Task Order authority
 - v. Expenditures in this progress report period
 - vi. Total expenditures to date
 - vii. Total expended but not yet invoiced to the Department
 - viii. Remaining Task Order authority
 - ix. For each milestone, task and deliverable: the budgeted cost, the actual cost to date, the actual cost to date as a percent of the budgeted cost, and the percent of the milestone/task/deliverable that has been completed.
 - x. Projected travel costs for the month after the reporting period with detail about the staff involved, the purpose of the travel, and the cost
 - xi. Comments about other issues that are important to the Department's Contract Manager and Task Manager or otherwise significantly impact the Task Order's services (e.g., a staff shortage that could delay the timely completion of a deliverable)
- k. The Consultant's Project Manager shall meet with the Department's Contract Manager and Task Manager as needed to discuss progress on the project.
- l. The Consultant shall submit four copies of a compact disk or DVD disk that contains electronic copies of pertinent files for all final reports that the Consultant has prepared on a computer. The electronic copies shall meet the following criteria:
- i. Text-based documents shall be submitted as an Adobe Portable Document Format ("pdf") file using Adobe Acrobat Professional version 6 or later software. The Department may post this file to its website. The "pdf" file shall:
 - 1) Be inclusive of all graphics (e.g., page orientation, photographs or other images, charts, and tables) and be suitable for printing in final form.
 - 2) Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as directed elsewhere in this Task Order.
 - 3) Be configured (e.g., bookmarks, thumbnails, annotations, signatures, and security settings) as directed in the Task Order.
 - 4) Be optimized for use by Adobe Acrobat Reader 7.0, unless otherwise specified.

- 5) Be formatted so as to be accessible to persons with visual impairments and persons with hearing impairments. The Consultant shall utilize the “Full Check” feature of Adobe Acrobat Professional version 6 to accomplish this accessibility.
- ii. Text-based documents shall also be submitted in Microsoft Word format, version 2000, unless otherwise specified. Each document shall be inclusive of all graphics (e.g., photographs, image graphics, charts, and tables). Photographs shall be in “jpeg” file format. Other image graphics shall be in “gif” format unless specified otherwise elsewhere in the Task Order.
- iii. All graphics (e.g., photographs and engineering drawings) shall be submitted separately from the “pdf” and Microsoft Word documents and shall be in their original resolution and original file format. The Department will use these files for archive purposes.
- iv. Spreadsheet files shall be submitted in Microsoft Excel format, version 2000, unless otherwise specified.
- v. Database files shall be submitted in Microsoft Access format, version 2000, unless otherwise specified. The Department may require the Consultant to use the Access version 97 format to allow department-wide compatibility.
- vi. The Consultant shall provide appropriate documentation for the contents of all electronic media.
- vii. The Consultant shall not format electronic files as “view only” or “read only” unless specified in the Task Order.
- m. The Consultant shall provide, at a minimum, to the Department five (5) copies of each final report, study, and technical memorandum that the Consultant prepares. Draft reports, studies and technical memoranda may be submitted in electronic form unless specified otherwise.
- n. All documents and reports that the Consultant produces shall include the following statement: “For individuals with sensory disabilities, this document is available in alternate formats upon request. Please call or write to Caltrans Division of Environmental Analysis, Attn: Suzanne Theiss, MS 27, P.O. Box 942874, Sacramento, CA 94274-0001. (916) 653-3876 Voice, or dial 711 to use a relay service.”
- o. A report (technical memorandum, project plans, etc.) shall include the following information on the document cover and the document spine, if appropriate:
 - i. Caltrans logo
 - ii. Title of report
 - iii. Report date (month and year)
 - iv. A prominent display of the following identifying information:

California Department of Transportation
Division of Environmental Analysis
MS 27
1120 N Street, Sacramento, CA 95814

- p. Consultant-prepared reports shall not contain any references to the firm's name, including logos, acknowledgements, or credits. The Consultant may utilize an internal filing number or other methodology while the document is in its draft stages and when distribution of the report is internal to the Department's Division of Environmental Analysis. When the Consultant distributes a draft document beyond the Division of Environmental Analysis, the Consultant shall remove all reference numbers, other than the Department's alpha-numeric system, prior to distribution. All copyright interests will be assigned to the Department.
- q. If the Consultant fails to submit the required deliverable items as set forth in a Task Order, the Department shall have the right to withhold payment and/or to terminate the Agreement in accordance with Contract provisions.
- r. The Consultant shall report data in accordance with the most current version of the Department's Electronic Data Deliverable format. The Department will provide this format to the Consultant.

7. General Requirements

- a. The Project Manager shall cooperate with the Department, the Federal Highway Administration, and any of the Department's contractors and consultants that are working on a project. The Task Order may also require the Project Manager to coordinate with local agencies, other state agencies, Native American tribal governments, utility companies, railroads, and other agencies to accomplish the Task Order.
- b. If the Consultant believes that a better design or solution to a problem is possible, the Consultant shall promptly notify the Department's Contract Manager of these suggestions.
- c. The Consultant may directly contact governmental regulatory agencies and others for the purpose of obtaining information, expertise, and assistance. The Consultant shall maintain a written record of all such contacts and shall transmit copies of those records to the Department on a regular basis as defined by the Department's Contract Manager.
- d. The Consultant shall include the Department's Contract Manager in written communications to other Department personnel for the clarification of any scope of work that was not adequately defined in any Task Order received.
- e. The Department is responsible for all final consultation, both informal and formal, with local, state and federal agencies. The Consultant shall assist the Department in such consultations as specified in each Task Order and as directed by the Department's Contract Manager.

- f. The Consultant shall assist the Department in obtaining necessary approvals and permits for any work. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications, required for completion of the Task Order deliverables, as specified in each Task Order.
- g. The Consultant shall perform all work in conformance with applicable federal, state, and local statutes, regulations, standards and guidelines, including, but not limited to, the following:
 - i. California Health and Safety Code
 - ii. California Water Code
 - iii. 23 CFR 773 (Code of Federal Regulations)
 - iv. Caltrans Traffic Noise Analysis Protocol, August 2006
 - v. Caltrans Standard Specifications
 - vi. Caltrans Guidance Manual: *Guidance Manual on the Effects of Sound on Fish* (currently in draft)
 - vii. Caltrans Guidance Manual: *The Effects of Highway Noise on Birds* (currently in draft)
 - viii. California Public Contract Code
 - ix. Caltrans Standard Plans
 - x. California Business and Professions Code
 - xi. California Code of Regulations
 - xii. Caltrans Maintenance Manual
 - xiii. Caltrans Manual of Traffic Controls
 - xiv. National Pollutant Discharge Elimination System (NPDES) permit for Caltrans
 - xv. US Environmental Protection Agency Solid Waste 846
 - xvi. Caltrans Project Development Guidance Manual (Pending final approval)
- h. Additional standards for specific work may be included in the applicable Task Order. Such standards supplement the standards specified herein. If such additional standards conflict with the standards specified herein, the Task Order shall have precedence over the standards herein.
- i. The Department's Contract Manager, in cooperation with the Consultant's Project Manager, shall decide all questions that pertain to the quality and acceptability of the deliverables that are furnished by the Consultant and the work that the Consultant performs for this contract.

- j. The Consultant shall have the capability to send to and receive from the Department's electronic mail system, including attachments for word processing, spreadsheets, and databases.
- k. The Consultant shall provide to the Department the final cost proposal as approved by the Department. As a supplement to the cost proposal, the Consultant shall submit job descriptions for all of the staff that it and its subconsultants propose to use for this contract. This cost proposal shall be in printed hard copy and in an electronic file. When the Consultant adds staff to this cost proposal, the Consultant shall submit an updated cost proposal to the Department. The Department's Contract Manager may request that the update be for either the incremental change or the total amount. The Consultant shall use Microsoft Excel, version 2000, for the electronic copy of the cost proposal, unless otherwise specified.
- l. The Department will not reimburse the Consultant for costs to relocate its staff to the geographic area of the contract. The Department will not reimburse the Consultant for long-term per diem costs, unless preapproved by the Department's Contract Manager.

8. Quality Control

- a. The Consultant shall have a quality control plan in effect during the entire time that it is performing work under this contract. The Consultant shall provide an outline of its quality control program and shall identify critical quality control reviews within each Task Order schedule.
- b. The Consultant's quality control plan shall establish a process whereby:
 - i. Calculations are independently checked, corrected and back-checked.
 - ii. All draft and final reports are reviewed for accuracy, completeness, and readability before submittal to the Department.
 - iii. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
 - iv. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or may influence the result of a Task Order deliverable.
- c. The Consultant shall not incorporate materials or equipment of single or sole source origin into the prepared materials without written approval from the Department.
- d. Estimates, calculations, reports, and other documents that the Consultant furnishes to the Department under each Task Order shall be of a quality that is acceptable to the Department's Contract Manager.
- e. Drawings, estimates, calculations, reports, and other documents that the Consultant furnishes to the Department under a Task Order are of acceptable quality when they are:
 - i. Neat in appearance

- ii. Well organized
- iii. Technically and grammatically correct
- iv. Checked by designated reviewers (Department and Consultant personnel)
- f. The Consultant shall identify the preparer and the designated reviewer for each document that the Consultant furnishes to the Department under each Task Order. The Consultant shall comply with all applicable state and federal standards and requirements.
- g. The minimum standard of appearance, organization, and content of the drawings and reports shall be that of similar types that the Department prepares.
- h. The Consultant shall maintain a complete project file for each Task Order that it performs under this contract. The Consultant shall make this file available to the Department's Contract Manager or designees during the Department's normal work hours and shall transfer this file to the Department upon completion of work under the Task Order.

9. Health and Safety

- a. The Consultant shall be responsible for the health and safety of its employees, subconsultants, and subconsultants' employees in the performance of this contract.
- b. The Consultant shall comply with all applicable occupational health and safety standards, rules and regulations that are established by the State of California and the federal government, and the safety instructions that the Department issues for performance of Task Order work.

10. Materials Furnished by the Department

- a. The Department will furnish the following materials to the Consultant:
 - i. Department manuals, standards, forms, and other policies and procedures as listed above
 - ii. Appropriate background material for each Task Order
 - iii. Caltrans Encroachment Permit: If a Caltrans encroachment permit is required for a Task Order, the Department will issue that permit without charge to the Consultant.
 - iv. Electronic templates of Task Order and, Progress Reporting formats
 - v. Caltrans Manual of Traffic Controls
- b. The Department has monitoring equipment that the Consultant may use at the Department's discretion.

11. Equipment and Materials Furnished by the Consultant

- a. The Consultant shall provide all necessary tools, instruments, and safety equipment that are required to accurately, efficiently and safely perform the work that each Task Order identifies.

- b. The Consultant shall ensure that all required sampling and monitoring equipment and materials are present at the site and in good operating condition at the beginning of each workday.
- c. For sites at which Department owned monitoring equipment is not available, the Consultant may charge the Department for leasing costs of the monitoring equipment with prior approval from the Department's Contract Manager or Task Manager.
- d. The Consultant shall maintain an inventory list of all equipment purchased and/or supplied by the Department as identified in the Task Order. In addition, with the approval of the Contract Manager, the Consultant may be required to provide storage of equipment used for the project. The Department will reimburse the lease of the storage facility.

12. Work Guarantee

Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under this contract.